

REMARKS

The Examiner is thanked for the careful review of the subject application.

Claims 4-6, 9-11, 20-22 and 25 are pending in the present application. Claims 4, 10, and 25-27 are independent claims. The Applicants believe that the present application is now in condition for allowance, for which prompt and favorable action is respectfully requested.

Rejections under 35 U.S.C. §101

Claim 27 is rejected under 35 U.S.C. §101 for allegedly being directed to non-statutory subject matter. The Applicants respectfully traverse this rejection.

As an initial matter, the Applicants note that the Office's statement of "claims 21-40 are nonstatutory" (e.g., Page 2 of the 1/30/2009 Office Action) is confusing, because claims 28-41 do not exist, claims 23-24 are canceled and among claims 21-22 and 25-27, only claim 27 is rejected in this section. Thus, the Applicants believe this statement to be a typographical error on the part of the Office, but the Applicants request that this be explicitly indicated in a subsequent Office Action to clarify the record.

Turning to claim 27, by the present Amendment, the "computer-readable medium" in independent claim 27 has been amended to recite a "computer-readable storage medium," which is supported at least by Paragraph [0086] of the Specification. Computer-readable storage mediums (e.g., hard drives, RAMs, ROMs, etc.) fall within a statutory category of invention.

As such, the Applicants respectfully request that this rejection be withdrawn.

Rejections under 35 U.S.C. §112, 2nd Paragraph

Claim 27 is rejected under 35 U.S.C. §101 for allegedly lacking sufficient antecedent basis. The Applicants respectfully traverse this rejection.

The Applicants direct the Examiner to MPEP 2173.05(e) as follows:

The mere fact that a term or phrase used in the claim has no antecedent basis in the specification disclosure does not mean, necessarily, that the term or phrase is indefinite. There is no requirement that the words in the claim must match those used in the specification disclosure. Applicants are given a great deal of latitude in how they choose to define their invention so long as the terms and phrases used define the invention with a reasonable degree of clarity and precision. (*e.g., see* MPEP 2173.05(e))

Thus, the explicit language of “computer-readable storage medium” need not appear in the Specification so long as it is clear what this claim language can read upon.

In this instance, the “computer-readable storage medium” reads at least upon “[w]hether contained in RAM, a diskette, or elsewhere, the instructions may be stored on a variety of machine-readable data storage media, such as DASD storage (e.g., a conventional ‘hard drive’ or a RAID array), magnetic tape, electronic read-only memory (e.g., ROM, EPROM, or EEPROM), an optical storage device (e.g. CD-ROM, WORM, DVD, digital optical tape), paper ‘punch’ cards, or other suitable signal-bearing media including transmission media such as digital and analog” (*e.g., see* Paragraph [0086] of the Specification).

Accordingly, the Applicants respectfully request that this rejection be withdrawn.

Rejections under 35 U.S.C. §103(a) – Criss in view of Isomursu

Claims 4, 6, 9-11, 20-22 and 25-27 are rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,643,506 (“Criss”) in view of U.S. Patent No. 6,370,389 (“Isomursu”). The Applicants respectfully traverse this art grounds of rejection.

The Applicants agree with the Office’s admission that Criss does not disclose the “remotely receiving” and/or “uninstalling” features, as recited in independent claim 4 and similarly recited in independent claims 10 and 25-27 (*e.g.*, *see* Page 4 of the 1/30/2009 Office Action). However, the Office cites to Isomursu and alleges that Isomursu cures these particular deficiencies of Criss. The Applicants respectfully disagree with this assertion, and with the Office’s characterization of Isomursu.

Isomursu is directed to a communication network terminal that supports a plurality of applications. One of these applications is described as a menu application. In particular, Isomursu states that a “type of application which will provide the terminal with many possibilities for having additional services and applications is a ‘Menu’ application, in which the terminal includes an application which is capable of creating menus in the terminal according to a received user message” (*e.g.*, *see* Col. 10, lines 27-30 of Isomursu). The menu application is essentially a graphical user interface (GUI) through which a user of the network terminal can gain access to particular services or actions via ‘menu items’, or links, to the services or actions. The specific menus contained in the menu application are described as customizable such that the menus displayed by the menu application can vary from subscriber to subscriber (*e.g.*, *see* Col. 10, lines 40-51 of Isomursu).

Each ‘menu item’ within each menu supported by the menu application is modifiable to facilitate the customization of the different menus. Specifically, Isomursu states:

The protocol defines predetermined commands according to which creation and change of menus and menu structures are controlled. There are four Item primitives in the protocol which are add, remove, list, and item capability. These item primitives will be accompanied by other menu-item definitions as will be explained. (*e.g., see* Col. 12, lines 5-10 of Isomursu)

By citing to Col. 12, lines 5-10 and 22-39, the Office appears to read aspects of the claim language upon the remove-item primitive command, which Isomursu describes as follows:

The second primitive item command, item-remove, causes a menu item identified by menu-group-name and menu-item-name) to be removed from the terminal provided that authorization (based on menu-item-token or on an authorization list) does not fail. (*See* Col. 13, lines 14-19 of Isomursu)

The Applicants respectfully submit that the Office’s attempt to read the uninstallation of an application upon the removal of a menu item in Isomursu is incorrect, as will now be explained.

A menu item is not an actual application, but simply a portion of a GUI from which certain actions can be taken if selected by the subscriber. For example, Isomursu provides an example of a menu between Col. 10, line 53 and Col. 11, line 10. Examples of menu items in the menu include “Call Customer Service,” “Join Wal Mart direct-ad,” “Traffic at Dallas I-75,” etc. Basically, these are quick-links that the subscriber using the network terminal can use to perform certain actions. *If these menu items are removed from the menu, the same actions can still be performed by the subscriber in a manual fashion, it is only that the subscriber would not be able to take the short-cut of using the menu application.*

Thus, the Applicants respectfully submit that the removal of a menu item does not correspond to “uninstalling said targeted application without requiring end-user interaction, wherein the uninstalling of said targeted application results in the application no longer functioning” as recited in independent claim 4 and similarly recited in independent claims 10 and 25-27. In summation, the Applicants do not believe that the removal of a ‘short-cut’ for certain actions, as in Isomursu, qualifies as the uninstallation of an application, because the menu application itself remains installed after the removal and actions or services associated with the ‘removed’ menu item can still be performed.

Because the Office has already admitted that Criss also does not disclose this limitation, it is respectfully submitted that each of independent claims 4, 10 and 25-27 are allowable over the combination of Criss in view of Isomursu.

As such, claims 6, 9, 11 and 20-22, dependent upon independent claims 1 and 10, respectively, are likewise allowable over Criss in view of Isomursu at least for the reasons given above with respect to the independent claims.

The Applicants respectfully request that the Office withdraw this art grounds of rejection.

CONCLUSION

In light of the amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please charge any fees or overpayments that may be due with this response to Deposit Account No. 17-0026.

Respectfully submitted,

Dated September 11, 2009

By: /Fariba Yadegar-Bandari/
Fariba Yadegar-Bandari
Reg. No. 53,805
(858) 651-0397

QUALCOMM Incorporated
Attn: Patent Department
5775 Morehouse Drive
San Diego, California 92121-1714
Facsimile: (858) 658-2502